AIRPORT LICENSE AGREEMENT

THIS LICENSING AGREEMENT made and entered into between the CITY OF NEWPORT, an Oregon municipal corporation, hereinafter "CITY", and HOLLY NEHLS and Konect Aviation Oregon, LLC, hereinafter Licensee, witnesseth:

WHEREAS, the CITY owns and operates an airport in Newport, Oregon, known as the Newport Municipal Airport; and

WHEREAS, Licensee operates air tours and desires to operate such air tours from the Newport Municipal Airport; and

WHEREAS, Licensee desires to utilize in its operations certain features and fixtures at said municipal airport; and

WHEREAS, CITY and Licensee deem it advantageous to both parties to enter into this non-exclusive license agreement; it is therefore agreed as follows:

- 1. <u>PREMISES</u>. Licensee is granted a non-exclusive license to conduct it business at designated locations on site at the airport, identified and circumscribed by the Airport Director. The usage area shall include use of a "tie-down" area and the "main hangar". Said site is to be utilized for sight-seeing and air tours from the municipal airport consistent with all applicable federal, state and local laws, regulations and rules.
- 2. <u>AIRCRAFT SPACE</u>. Licensee shall have the right in conducting its operations to park and/or store aircraft at location(s) identified and approved by the Airport Director. Use of any other hangar on the premises is not within the scope of this license agreement.
- 3. <u>SIGNAGE</u>. Licensee shall have the right to locate and erect signage, including 'sandwich-board signs, on site at locations and under the conditions approved by the Airport Director. Such signage shall be consistent with all applicable City of Newport regulations and ordinances.
- 4. <u>MAINTAINANCE</u>. Licensee shall maintain the areas subject to its use in a clean and orderly manner. Licensee is responsible to insure that trash, garbage and other refuse shall be disposed of in an acceptable manner and shall not be allowed to accumulate on or in the usage area.
- 5. <u>USAGE</u>. Licensee shall be allowed use of the FBO, including the restroom facility onsite, in connection with its air tour operations.
- 6. <u>TERM</u>. The term of this license shall be month-to-month and shall begin on the date of its execution by both parties. Either party may terminate this license agreement upon 30 days written notice delivered to the other party. Upon termination of this license agreement, Licensee acknowledges that it shall have no further right, claim, or interest in any part of the Airport premises, and agrees to surrender the premises in good order

- 7. <u>RENTAL</u>. Licensee shall pay CITY, in advance, the sum of \$30.00 per month for use of the "tie-down" and \$50.00 per month for use of the "main-hangar," plus \$15.00 per night for each night Licensee aircraft is housed in the "main hangar" area. Licensee shall receive an invoice identifying monthly charges related to the overnight charges for its aircraft housed in the "main hangar." In no event shall charges to Licensee exceed \$240.00 per month.
- 8. <u>INSURANCE</u>. Licensee shall provide and maintain aircraft liability insurance coverage for each occurrence in the amounts of \$1,000,000, and general liability coverage of \$2,000,000. Licensee shall provide a copy of the insurance certificate showing the insurance coverage of Licensee and shall include a 30-day notice of cancellation clause to be provided to CITY.
- 9. <u>DAMAGES</u>. Licensee shall be liable for any and all damage to the premises and property of third-parties located in the main-hangar attributable to or arising from Licensee operations at the Newport Municipal Airport.
- 10. <u>INDEMNITY</u>. Licensee agrees to indemnify and hold harmless CITY from all suits, claims, demands, damages, and actions of any kind and nature by reason of any and all of its operations, and does hereby agree to assume all risk in the operation of its business and shall be solely responsible for all damages for any and all accidents or injuries to persons or property; excepting only those damages resulting exclusively from the gross negligence or willful misconduct of the CITY.
- 11. <u>INGRESS AND EGRESS</u>. Subject to all regulations governing the use of the premises and directives of the Airport Director, Licensee shall have the non-exclusive right of ingress and egress from the license area for air-tours during the term of this license agreement. Daily operations which are required for preparation and termination of the daily air tours may be conducted before or after day-light hours.
- 12. <u>OPERATING HOURS.</u> Licensee shall post operating hours for the convenience of the public at locations and in areas approved by the Airport Manager.
- 13. <u>NONDISCRIMINATION</u>. Licensee shall not discriminate on the basis of any protected classification against any persons in the provision of its air tour services.
- 14. <u>DEFAULT</u>. In the event that Licensee shall fail to fulfill and comply with the terns of this license agreement, or the instructions and directions of the Airport Director, said agreement shall be subject to immediate termination by CITY after providing Notice of said termination delivered physically to Licensee at the Newport Municipal Airport or after 24 hours Notice by email to Licensee at [konect-aviation.com].
- 15. <u>INDEPENDENT CONTRACTOR</u>. Nothing contained in this license agreement shall be construed as creating or establishing between Licensee and CITY any agency or employment relationship. Licensee shall be required to obtain any and all permits,

authorizations and licenses, including CITY business license, before engaging in any operations on the airport premises. Licensee further agrees to pay all applicable taxes when due and to obtain and retain Workers Compensation insurance coverage where required by law.

KONECT AVIATION OREGON, LCC

CITY OF NEWPORT

Spencer R. Nebel City Manager

7/8/16 Date Holly Nells Owner and General Manager

<u> 6/29/2016</u> Date

Approved As To Form

Steven E. Rich City Attorney



CITY OF NEWPORT APPLICATION FOR BUSINESS LICENSE

City Hall, 169 SW Coast Hwy., Newport Oregon 97365

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Business Name	Konect Aviation e:	Oregon, LLC			
Business Locat	Newport Muni	icipal Airport			
Mailing Addres	4040 SE Cirrus	Ave. McMinnville, (OR 97128		
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Number of Em	ployees**:	Business Phone: (5	503) 376-0190	mail@konect-a	aviation.com
Oregon Contra	ctors Board License	e ID* N/A		Expiration Date:	
Manager or Pro	pperty Owner:	ice Vanderbeck		Phone Number:	2
Address KONP	[,] 135 SE 84th St. S	South Beach, OR 97	366		
Owner/CEO:	olly D. Nehis		D.O.B		55
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Home Address	(PO Box not valid):		ive, McMinnville, (
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CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT NAME: IOA Northeast		
IOA Northeast 6745 Rangewood Drive, Suite 200	PHONE (A/C, No, Ext); 719-264-9600 FAX (A/C, N	o): 719-62	3-1643
6745 Rangewood Drive, Suite 200 Colorado Springs, CO 80918	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
	INSURER(S) AFFORDING COVERAGE	%	NAIC#
INSURED Connect Assisting Connection	INSURER A: StarNet Insurance Company	100	40045
Konect Aviation Oregon, LLC 4040 SE Cirrus Avenue, Suite 3 McMinnville OR 97128	INSURER B:		
McMinnville OR 97128	INSURER C:		
	INSURER D:		
	INSURER E:		
THIS IS TO COUNTY THAT THE DOLLOWS OF WHICH	INSURER F:		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Newport 169 SW Coast Hwy Newport OR 97365	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Zach Boukram

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PRODUCER CUSTOMER ID: PRIVATE HANGAR LIABILITY COVERAGES INSURER LETTER POLICY NUMBER EFFECTIVE DATE **EXPIRATION DATE** ADDITIONAL INSURED? (Y / N) SUBROGATION WAIVED? (Y / N) Ν COVERAGE **OPTIONS** LIMIT APPLIES TO LIMIT APPLIES TO HANGARKEEPERS INCLUDING TAXI LEGAL LIABILITY EA AIRCRAFT \$ EA OCC IN FLIGHT COVERAGE CODE DESCRIPTION OPTIONS LIMIT APPLIES TO LIMIT APPLIES TO \$ \$ \$ \$ **AVIATION PRODUCTS LIABILITY COVERAGES** INSURER LETTER POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE ADDITIONAL INSURED? (Y / N) SUBROGATION WAIVED? (Y / N) COVERAGE OPTIONS LIMIT APPLIES TO LIMIT APPLIES TO INCL COMP OPS INCL SPACECRAFT PRODUCTS LIABILITY \$ EA OCC \$ AGGR EXCL COMP OPS EXCL SPACECRAFT **GROUNDING LIABILITY** \$ EA OCC AGGR \$ FOREIGN MILITARY AIRCRAFT PRODUCTS INCLUDED COVERAGE CODE DESCRIPTION **OPTIONS** LIMIT APPLIES TO LIMIT APPLIES TO \$ \$ \$ \$ OTHER COVERAGES LINE OF BUSINESS INSURER LETTER POLICY NUMBER **EFFECTIVE DATE EXPIRATION DATE** ADDITIONAL INSURED? (Y / N) SUBROGATION WAIVED? (Y / N) COVERAGE CODE DESCRIPTION OPTIONS LIMIT **APPLIES TO** LIMIT APPLIES TO \$ OTHER COVERAGES

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IOA Northeast		Konect Aviation Oregon, LLC 4040 SE Cirrus Avenue, Suite 3 McMinnville OR 97128	
POLICY NUMBER		McMinnville OR 97128	
BA-16-02-00230			
CARRIER	NAIC CODE		
StarNet Insurance Company	40045	EFFECTIVE DATE: 2/20/2016	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,		
FORM NUMBER: 20 FORM TITLE: Certificate of Aviat	tion Liability ((03/16)	
HOLDER: City of Newport ADDRESS: 169 SW Coast Hwy Newport OR 97365			
Additional Insured Provision: Tenant as an Additional Insured, but only to Insured solely as the result of an a in connection with the Named Insured conditions and exclusions. Aviation out of the aviation operations or man occurrence which take place after the all losses resulting from Certificate demolition operations; and excluding failure to provide health care service. Notwithstanding any requirements, tends the policy(ies) described herein exclusions of such policy. The Company has made the provision to cancellation of any policy above. But to provide such notice. This Certific provided by the policy(ies) specified.	o the ext ct or omi 's Aviati general l intenance e Named I e Holder' all loss ces. rms or co e may be is subject o give that, the Co cate does	tent of liability imposed upon ssion of the Named Insured on on operations, subject to all iability shall apply to an or or use of the premises, but insured ceases to be a tenant s structural alteration, new ses resulting from Certificate and it on the certificate on the desired or may pertain, the Insured or may pertain and the Insured or may perta	n the Additional r its employees l policy terms, ccurrence arising excluding any ; and excluding construction or e Holders' other document nsurance afforded ns, limits and notice of ity for failure
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POLICY INFORMATION

CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY) 6/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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this certificate does not comer rights to the certificate holder in lieu of s	uch endorsement(s).							
PRODUCER	CONTACT NAME: IOA Northeast							
IOA Northeast 6745 Rangewood Drive, Suite 200	PHONE (A/C, No, Ext): 719-264-9600 (A/C	FAX (A/C, No): 719-623-1643						
6745 Rangewood Drive, Suite 200 Colorado Springs, CO 80918	E-MAIL ADDRESS:							
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Konect Aviation Oregon, LLC 4040 SE Cirrus Avenue, Suite 3	INSURER B:							
McMinnville OR 97128	INSURER C:							
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAY INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FO	R THE POLICY	PERIOD					

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CERTIFICATE NUMBER: 30658764

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DESCRIPTION OF OPERATIONS / REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Newport 169 SW Coast Hwy Newport OR 97365	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Zach Boukram

REVISION NUMBER:

CERTIFICATE OF INSURANCE

ADDENDUM (Schedule of Aircraft)

DATE ISSUED 6/29/2016

NAMED INSURED:

Konect Aviation Oregon, LLC 4040 SE Cirrus Avenue, Suite 3 McMinnville OR 97128

CERTIFICATE HOLDER:

City of Newport 169 SW Coast Hwy Newport OR 97365

This is to certify that the following policy(s), subject to the terms, conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s), the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

N Number	Year Make	Model	Serial No.	Crew Pax	Hull Value	Liability Limit
N11261	1974 Cessna	150		1 1	\$11,215,00	\$1MIL/\$100K
N20270	1972 Cessna	172		1 3	\$17,500.00	\$1MIL/\$100K
N441KA	2004 Robinson	R44	250	1 3	\$280,000,00	\$1MIL/\$100K
N9050P	1966 Piper	PA-24-260C		3	\$43,640.00	\$1MIL/\$100K

IOA Northeast 6745 Rangewood Drive, Suite 200 Colorado Springs, CO 80918

719-264-9600 719-623-1643

	AGENCY CUSTOMER ID:								
		LOC #:							
ACORD [®] ADDITIONA	L REMA	RKS SCHEDULE	Page of						
AGENCY		NAMED INSURED							
IOA Northeast		Konect Aviation Oregon, LLC 4040 SE Cirrus Avenue, Suite 3 McMinnville OR 97128							
POLICY NUMBER		McMinnville OR 97128							
BA-16-02-00229									
CARRIER	NAIC CODE								
StarNet Insurance Company	40045	EFFECTIVE DATE: 2/20/2016	***************************************						
ADDITIONAL REMARKS			**************************************						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM.								
FORM NUMBER: 21 FORM TITLE: Certificate of Aircra									
HOLDER: City of Newport	(00, 10)		***						
ADDRESS: 169 SW Coast Hwy Newport OR 97365									
operations of the Named Insured, and afforded to the Named Insured. Aircra of the aviation operations or mainter Aircraft is stored, but excluding any ceases to be a tenant; and excluding structural alteration, new constructine resulting from Additional Insured's f	Additional Insured Provision: Tenant: It is agreed that the Certificate Holder is included as an Additional Insured under Aircraft Liability Coverages, but only as respects to the operations of the Named Insured, and only to the extent and scope of insurance coverages afforded to the Named Insured. Aircraft Liability shall apply to an Occurrence arising out of the aviation operations or maintenance or use of the Premises in or upon which the Aircraft is stored, but excluding any Occurrence which take place after the Named Insured ceases to be a tenant; and excluding all Losses resulting from Additional Insured's structural alteration, new construction or demolition operations; and excluding all Losses resulting from Additional Insured's failure to provide health care services.								
Notwithstanding any requirements, terms or conditions of any contract or other document with respect to which the Certificate may be issued or may pertain, the Insurance afforded by the policy(ies) described herein is subject to all the terms, conditions, limits and exclusions of such policy.									
The Company has made the provision to give the Certificate Holder prompt notice of cancellation of any policy above. But, the Company assumes no responsibility for failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.									

ACORD 101 (2008/01)